



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 2/12/97

STREET ADDRESS: XXXX

DUE DATE: 2/20/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 2/21/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

This order was missed due to a heavy AMI work load. Order completed the next day.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 2/15/97

STREET ADDRESS: XXXX

DUE DATE: 2/19/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 2/22/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

On 2/14/97 Brooks asked for this order to be expedited on 2/19/97.

Called on 2/20 for status. Laura at AMI said it's due 2/21/97. Order was pre-assigned to tech for expedite on 2/21.

Order missed on 2/21 due to AMI work load and weather. Order completed on 2/24/97.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXXX

ORDER #: XXXXX

DATE ORDERED: 2/14/97

STREET ADDRESS: XXXXX

DUE DATE: 2/26/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 3/6/97

TELE #: XXXXX

AMI #: XXXXX

BRIEF DESCRIPTION OF PROBLEM:

Order was for 5 new loops.

2/26/97: Scheduled due date. 3-loops were completed. Last 2-loops were defective and had to be replaced. Ameritech issued an SOA [form] to have this done. Were initially told by AMI that SOA scheduled for Thursday, 2/27.

2/28/97: Neal [Ameritech] called to say SOA is scheduled for today.

3/3/97: Checked on status--Neal said this order is in pending load for today.

3/4/97: Checked on status--Neal said it's still not completed. He'll call engineer for update.

3/5/97: Neal said there was a problem with the facilities but that the engineer says it could be fixed by Friday. They are working on it today [Wednesday] so might be done today.

3/6/97: Loops done today.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 12/16/96

STREET ADDRESS: XXXX

DUE DATE: 1/14/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 1/20/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

On Jan 9, 97 this customer was CNF by Ameritech to install one new loop. This was not loaded for an Ameritech tech so the work never got done.

On Jan 10, Brooks dispatch called Ameritech. They spoke with Nancy, who said she escalated the order. It was loaded per Nancy for Jan 13--it never got done.

On Jan 13, our provisioning group called Ameritech and got confirmation from them the order will be worked on Jan 14. It was loaded to an Ameritech tech as his second job. On Jan 14 at 11am, the work was still not done. Dispatch called Ameritech and was told that the first job for the AMI tech took too long and that they changed the due date to the 15th.

On Jan 15, finally the customer is on Brooks service. The new loop has been installed, the lines have been ported. But now, lines 1 & 2 are hollow-sounding. So AMI has to redispach someone to go out and check the lines.

Jan 16, hollow-sounding still has not been tested by AMI. It was loaded by a tech, but now is pending load. Tom at Ameritech was going to escalate to get this loaded for tomorrow, Jan 17.

Jan 17, no comments in order yet that Ameritech has done anything.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 12/18/96

STREET ADDRESS: XXXX

DUE DATE: 1/11/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 1/24/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

Order was not completed because of Ameritech's workload on 1/11/97. On 1/13 we found that Ameritech was holding the order pending available facilities. Continued to check status.

On 1/21/97 an AMI engineer stated that all new cable was going in and they'd be working on it through at least tomorrow. Cable was ready on 1/23 and is waiting for someone to be dispatched at Ameritech--Linda in AMI Unbundling to refer to supervisor for next day schedule.

Order was completed on 1/24/97.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 12/31/96

STREET ADDRESS: XXXX

DUE DATE: 1/20/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 2/13/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

1/22/97: We called Ameritech and reached John. He said there was a problem with the order and he'd call their business office. Laura [AMI business office] called next day to say she's checking order and will call us back.

1/23/97: We called to get the status on the order--spoke with John. He said a tech went out and discovered only 2-pair--one pair was bad and the other was already in use. Needs a whole new terminal and new cable run. This will probably take at least a week or two.

1/29/97: Customer called Brooks customer care on status. Brooks dispatch called Erika at Ameritech on status. She said her engineering department said it would be today or tomorrow. She'll call when completed.

1/31/97: Erika called to say this was missed because they still have to install a cable.

2/3/97: Called Ameritech this morning. Erika had spoken with her engineering department. Apparently this needs to have a cable and pair re-assigned to it. Dispatch escalated to Ameritech's Jerry Hiley. He thinks a tech may be assigned to the order.

2/4/97: Called for status. Erika said tech went out and said that the pair is bad. It is on his list for tomorrow.

2/5/97: Called for status. Erika said it's on tech's list; however, he is still waiting for the cable to be repaired. She'll page tech to see what's happening. Five hours later, called on status. Erika said tech called in and said that the cable has been repaired and it's on his list for tomorrow [again].

2/6/97: 1:45pm Called for status. Erika escalated to 1st level.

2/7/97: Customer called and we would have to call him back as we haven't heard from Ameritech yet. Called Erika and she said it has been assigned to tech for today. Later in morning, Erika said customer is next on list and should have service today. At 4:30pm Erika called to say order will not be completed today. It's schedule for Monday, 2/10. Dispatch management called Eric Larsen, Ameritech, to ask that order be completed today. As of 7pm Eric Larsen hadn't called back--called customer to say it wouldn't be completed until Monday.

2/10/97: Erika is out, Greg [who normally works Illinois] will try to help. Greg said order is escalated to 2nd level and looks like it'll be completed if there are not a lot of troubles reported. At 11:40am, Greg called to say there are a lot of troubles to be done so this order will likely not be done today. Called Gregg/NECC. Neal [AMI] called and said facilities for this order are defective so must be referred back to AMI engineering.



BROOKS FIBER COMMUNICATIONS

2/11/97: Called on status. Erika said it's scheduled with tech for today. Per Erika the reason this order wasn't done was they had to replace a dead lug throw--then they had the wrong terminal address. Then they discovered the new pairs were defective and needed to fix. Order will not be done today, but hopefully on 2/12/97. Customer called on status. Customer will call Brooks Regional VP if we can't produce service real soon. He'll call back tomorrow.

2/12/97: Called Erika in unbundling and she said they're waiting for cable people to get out there. At 3pm Erika said order will not be done today--cable repair people have not be out yet and don't know when they can make it. At 4pm Brooks dispatch management spoke with Eric Larsen at AMI. In checking out situation, Eric said cable crew is on site now trying to repair the cable for 2-new loops.

2/13/97: AMI still working on order. Completed at noon. Thanked customer for being patient.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX



BROOKS FIBER COMMUNICATIONS

AMERITECH INCIDENT REPORT

ORDER IDENTIFICATION

CUSTOMER (last, first): XXXX

ORDER #: XXXX

DATE ORDERED: 2/4/97

STREET ADDRESS: XXXX

DUE DATE: 2/24/97

CITY / STATE: GRAND RAPIDS MI

IN SERVICE: 2/26/97

TELE #: XXXX

AMI #: XXXX

BRIEF DESCRIPTION OF PROBLEM:

Order was confirmed for 5pm on 2/24/97. At around 3pm on 2/24/97, Nancy from AMI/NECC called to say the Ameritech assignment office was having a problem with the order. By 4pm the order was manually assigned but it was impossible to get a field tech assigned this late in the day because of too many cases of trouble. The due date was changed to 2/26/97 at 5pm.

REPORTER'S NAME / DEPARTMENT: XXXXX

XXXXX

1 We publish a stack of network performance information for
2 our customers every month, and if you take a look at that
3 and you look at the first four months of it, what do you
4 glean out of it? A few conclusions.

5 Due dates. We complete the orders on the
6 due dates for the retail business almost 99 percent of the
7 time; the resale business, 98.6 percent of the time; and
8 unbundled loops 97.2 percent of the time, and I'll
9 emphasize that that's on the due dates that we provide, so
10 when we get an order, we go back with a confirmation and
11 say we will complete your order by X date. But 97 to 99
12 percent of the time is the range we complete those and --

13 MR. CELIO: Excuse me. Either one of
14 those seven books or six books or someplace else you
15 establish standard intervals --

16 MR. MICKENS: Yes.

17 MR. CELIO: -- to do these installations
18 or whatever you want to call them -- perform certain
19 activities. We've heard from a number of folks that when
20 you measure these completions, they're not necessarily
21 based on a standard interval but they're based on the CLEC
22 may provide a standard interval time, Ameritech adjusts it
23 for one reason or another, and goes on measuring the
24 completion on time on that Ameritech set date that is
25 outside the standard interval. How can you address that?

1 MR. MICKENS: You're right. The standard
2 intervals are for planning purposes. The intervals to
3 complete an order are going to change by geography, by
4 time of year, based upon labor and the workload and the
5 specific geography, and the standard intervals are great
6 for planning purposes, but in the sense of making a
7 commitment to a customer, the CLEC gets the same dates
8 available to them that are available to the retail
9 business unit. If there is a principal difference it is
10 that the CLECs aren't using the screens, that due date
11 selection process where they would actually receive what
12 the valid dates are. And so they just put dates in and in
13 some cases we modify those dates. The reasons we tend to
14 modify those dates is the day we receive the order it's
15 already past due, or we have a situation where we have a
16 lot of people that give us due dates that are either on
17 the weekend or a holiday, and we don't accept due dates,
18 whether it's retail or wholesale, on the weekend or on
19 holidays, or it's an invalid due date if that CLEC had
20 gone into that screen.

21 MR. CELIO: So the only way that you can
22 guarantee a due date when somebody applies for it is if
23 the CLEC went in and used the preordering system, got a
24 firm due date. That wouldn't be changed, then, and you
25 would meet that date?

1 MR. MICKENS: Or if they called into the
2 service center, they actually received and had my service
3 representatives give them a valid due date, and they
4 submitted the order shortly thereafter, and when I say
5 shortly thereafter, I mean within an hour, because that
6 labor may be used up because of other orders coming in,
7 and we have had CLECs who have called in, they've gotten a
8 valid due date, and then they sat on the order for two
9 days.

10 MR. CELIO: So standard intervals don't
11 really mean anything?

12 MR. MICKENS: They're great for planning
13 purposes, but in terms of making commitments to customers,
14 I don't advise them. That's the same as with the retail
15 business, too. But on the actual commitment dates, we
16 meet them 97, 99 percent of the time.

17 The repair side, we are averaging repair
18 faster for the wholesale side versus the retail side. I
19 was surprised by that, and so we went back to see if the
20 double counting had an impact upon it, because we know
21 we're getting double counts on the failure rates on some
22 of the wholesale business. It does have an impact but
23 it's like a 10-percent impact. So the wholesale business
24 should probably be an hour higher if you do an analysis on
25 that, and we did one in March. But again, no big

MERRILL & ASSOCIATES, INC.

(810) 353-9595 • (517) 887-1708

SOUTHFIELD, MICHIGAN LANSING, MICHIGAN



June 4, 1997

Mr. Warren Mickens
Ameritech, Inc.
350 North Orleans Street
Floor 3
Chicago, IL 60654

Dear Warren,

It was a pleasure to talk with you yesterday about several of the items also noted in your May 22, 1997 letter. This is a formal response to that letter. As I mentioned during our phone conversation, contrary to the assertion made in your letter, I have returned your calls several times over the two week period described in your letter. My planner indicates that I have been told by your secretary that you were either "in a meeting" or "out of the office". Also, although my pager number is listed on my V-Mail message, I have no recorded pages from you during that time.

To address your first point, while it is true that certain verbiage was given to us in your letter of March 12, 1997 that would ease the problems created by end user customers selecting Brooks Fiber service in lieu of Ameritech service, there were no "specific procedures" attached. The verbiage was forwarded to our provisioning personnel who were trained to use this wording whenever the appropriate case arose. As you confirmed in your letter of May 22, "positive results" were experienced. You mentioned "inconsistencies" that have developed due to a lack of training of our provisioners. We are unaware of what these might be, yet on two occasions I have requested that Ameritech forward specific cases that Brooks might review to take corrective action as needed. I have not received any specifics to date.

You also mention that "Ameritech has offered on numerous occasions to help Brooks Fiber train [our] service representatives." In our collective memory, no one at Brooks remembers that offer. However, please provide us with the date and time for such training to occur and I will guarantee that BFC personnel will be there to receive whatever instruction is provided.

To address the conclusions of your second point:

- A large percentage of orders are sent to the AIIS center after the daily cut-off time of 3:00 p.m. (CST). Although our Interconnection Agreement makes no mention of any 3:00 p.m. cut-off. Nevertheless, in order to give Ameritech the benefit of the doubt, we conducted our study with the assumption that **every order was sent to Ameritech after the 3:00 p.m. cut-off**. Thus the Ameritech logged receipt date of the order was

calculated as DAY 0. Ameritech would have the days allotted by the Interconnection Agreement in addition to DAY 0 before our algorithm indicated a "missed due date".

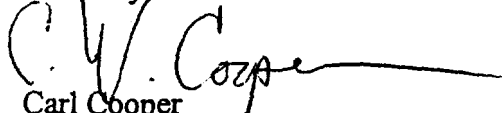
Although a number of BFC orders do involve facilities "not in place", we do not view this as an acceptable reason to change the due dates on Brooks Fiber customer orders without notification to Brooks personnel. Furthermore, as you correctly recognized in our discussion yesterday, "facilities not in place" normally involves an insignificant amount of field work to be done by Ameritech personnel, which should not delay the required due date. Finally, if Ameritech is concerned that this item may present a problem, please provide us with advance notification and we will attempt to address your concerns before it becomes a customer "missed due date."

- You also mention "force and load" in your letter, as an internal item that prevents Ameritech from meeting Brooks customer's due dates. Yet nowhere in the Interconnection Agreement is there a general release from Ameritech's performance requirements based on "force and load". Nor is Ameritech permitted to unilaterally reassign Brooks Fiber due dates. The performance requirements set forth in the Interconnection Agreement are requirements, not merely guidelines that Ameritech may ignore with impunity. If Ameritech fails to meet its obligations to Brooks within the timeframe specified by the Interconnection Agreement, Ameritech has missed the customer due date

All of these topics have been discussed in some detail in our monthly Operations meetings. Brooks has presented detailed back up data in these meeting to support our findings. We have consistently asked for a reciprocal presentation by Ameritech of the details, criteria and universe that makes up the data for the results presented on the service order intervals. To date, Ameritech has failed to provide us with any of this data. I look forward to hearing from you on this and other issues.

Thank you for your attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "C. V. Cooper", with a long horizontal flourish extending to the right.

Carl Cooper
Director of Engineering-
Great Lakes Region



May 15, 1997

Neil E. Cox, President
Ameritech Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654

Dear Neil:

Thank you for your letter dated April 23, 1997 with regard to Ameritech's OSS interfaces. Your letter indicates that if Brooks could better utilize the OSS interfaces that many of our concerns would be resolved. We concur. Clearly if we can implement electronic interfaces with Ameritech, our current data processing, orders processing and installations would run smoother. We do however disagree with your conclusion that Brooks is deficient in attempting to install these processes, and has installed unnecessary manual verification procedures with the current system.

At no time prior to your initial FCC 271 application, did anyone from the Ameritech account team(s), indicate to our staff that an "OSS" was available. Although our operations staff had met with your staff regularly, at no time did your account representatives explain your OSS interfaces to us, prior to your FCC application. Nor did anyone from your unbundling center explain to our order entry personnel that such improvements were possible. Since these people communicate on a daily basis, it would seem reasonable that an improved electronic interface would have been mentioned either casually, or preferably in writing to Brooks. It would also seem reasonable to expect that Ameritech would have notified Brooks directly if a system was available, installed, and successfully tested. Once Brooks had learned about the various interfaces to OSS from your FCC submissions, we immediately initiated communications to begin installation.

You would agree that installation of an OSS process is no easy task. To our knowledge nowhere in the Ameritech region has this system be implemented for the ordering of unbundled loops. OSS for unbundled loops are materially different in all respects to

Neil E. Cox
Ameritech Information Industry Services
May 15, 1997
Page Two

those in OSS for resale. There is simply no history that demonstrates that OSS is working for the purchasers of unbundled loops. Brooks has also not received any evidence from Ameritech of any test results from such a system. The Brooks installation will be the first test of this process. Until the system has been installed and successfully tested we can not attest to its merits. It is my understanding that the initial data circuits are being installed at this time to initiate the first step in the installation. To imply that Brooks has chosen not to implement a system that would improve its and Ameritech's performance is simply not true.

I must also take issue with your assertion that the manual confirmation steps taken under the current process are not necessary. Our data clearly shows that the current modem-based input system is unreliable. Although orders are submitted through this system, on regular and consistent basis, we do not receive the FOC, and have to make numerous follow up calls to obtain the order status. Ameritech may not be concerned with the fact that its system is so unreliable that it loses a significant percentage (sometimes more than 20%) of Brooks' orders every month, however, Brooks believes that its customers' orders are sufficiently important to confirm that they have not been lost. Due to this system's proven unreliability, manual front-end and tail-end confirmation is necessary.

Brooks looks forward to the day that Ameritech can provide it with OSS which satisfies, in every respect, the requirements of the Telecommunications Act. We are willing to work very hard to make that a reality. Unfortunately, Brooks cannot implement OSS without Ameritech's cooperation. I welcome your offer to assist us in implementing OSS and specifically request that a meeting be immediately scheduled to present your system and implementation step by step in detail, so that we can install this system as soon as possible.

Very truly yours,



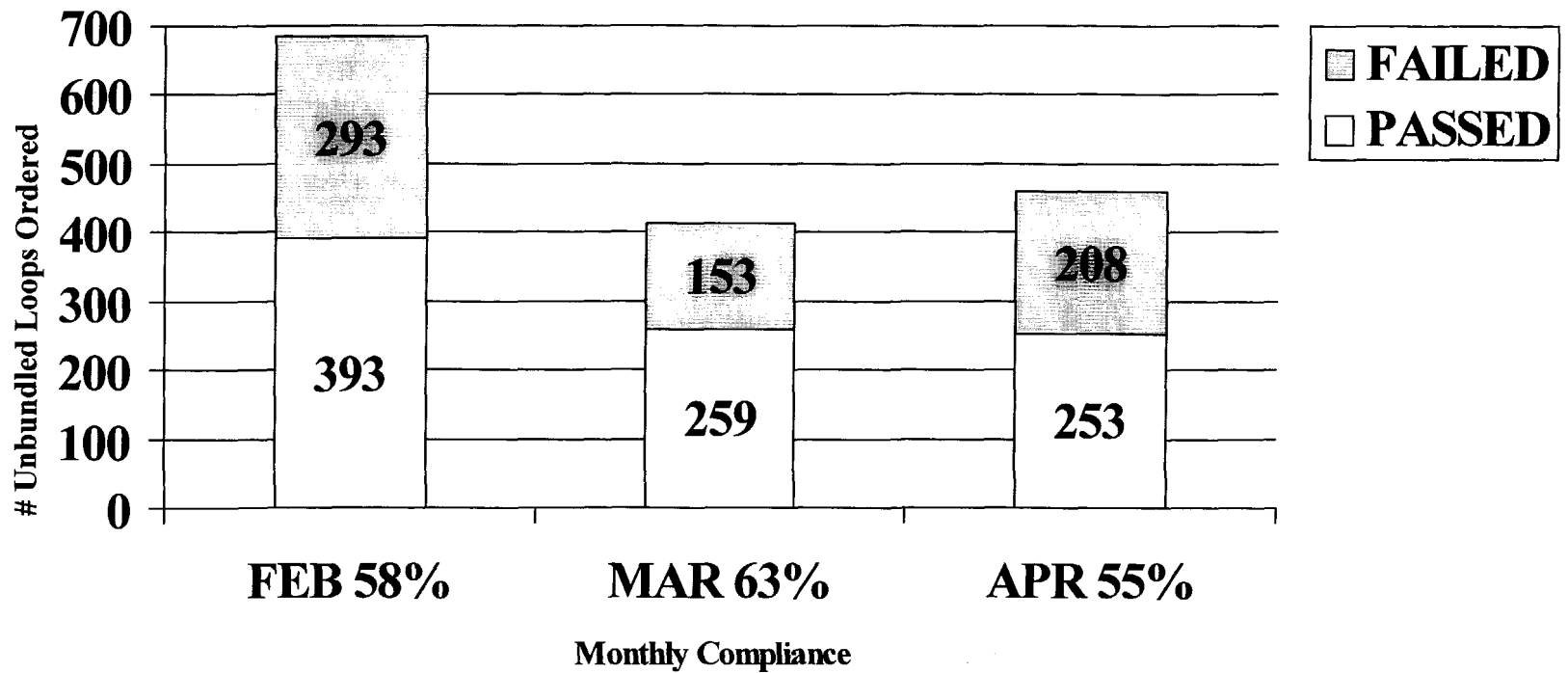
D. Craig Young
President/C.O.O.

DCY:sw

cc: Larry VanderVeen

AMERITECH UNBUNDLED LOOP PERFORMANCE

* Year 1997 *



BROOKS FIBER COMMUNICATIONS



May 30, 1997

Ms. Dorothy Wideman
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

RE: Case No. U-11104 *In the Matter, on the Commission's Own Motion To
Consider Ameritech Michigan's Compliance with the Competitive Checklist
in Section 271 of the Telecommunications Act of 1996*

Dear Ms. Wideman:

Enclosed for filing, please find the original and (15) copies of *Brooks Fiber Communications' Submission of Additional Information Regarding Service Order Performance by Ameritech Michigan*. Copies of the same have been served upon the parties of record.

Respectfully submitted,

BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

A handwritten signature in dark ink, appearing to read "Todd J. Stein", is written over the typed name.

Todd J. Stein, Esq.
Regulatory Specialist

TJS:pkv

enclosure

cc: Joint Service List (attached)
William Ralls

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) Case No. U-11104
the competitive checklist in Section 271 of the)
Telecommunications Act of 1996)

BROOKS FIBER COMMUNICATIONS' SUBMISSION OF ADDITIONAL
INFORMATION REGARDING SERVICE ORDER PERFORMANCE BY
AMERITECH MICHIGAN

Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber") hereby submits the following additional information regarding Ameritech Michigan's ("Ameritech's") service order performance for Brooks Fiber in Michigan.

On May 14, 1997, Brooks Fiber submitted in this docket a copy of a letter addressed to Katherine Brown, Telecommunications Task Force - Antitrust Division, U.S. Department of Justice, which indicated that Ameritech completed only 63% of Brooks Fiber orders on time during the month of March. In that letter, Brooks Fiber also offered to provide the Department of Justice with supporting documentation. The Department of Justice subsequently requested said supporting documentation, which was provided on May 27, 1997. Brooks Fiber is now providing that same supporting documentation to the Commission.

Pursuant to Section 26.1.3 of the Interconnection Agreement between Ameritech and Brooks Fiber (the "Interconnection Agreement"), Ameritech is required to install Brooks Fiber service orders for 1-10 unbundled loops within 5 days, 11-20 unbundled loops within 10 days, and 21+ unbundled loops within a negotiated period of time. Using

the intervals provided in the Interconnection Agreement, Ameritech's service order performance for the months of February, March and April were as follows:

| | |
|----------|-----------------------|
| February | 58% completed on time |
| March | 63% completed on time |
| April | 55% completed on time |

These statistics only reflect service order performance delays caused by Ameritech. In addition, 2 additional days have been added to each order to address Ameritech's unilateral contention that orders received after 3:00 p.m. are considered to be received on the following day. Brooks Fiber notes, however, that Ameritech's arbitrary 3:00 p.m. cut-off is nowhere reflected in the Interconnection Agreement.

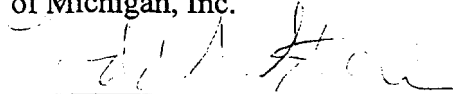
In contrast, Ameritech claims to have completed 94.3% of orders on time in February, 98.1% in March, and 96.7% in April. Brooks Fiber has repeatedly requested supporting documentation for these figures from Ameritech in order to discover the reason for the discrepancy, but Ameritech has consistently refused to provide it. However, based upon the testimony of Ameritech witness Warren L. Mickens at the May 28, 1997 hearing on Ameritech's Operations Support Systems, Brooks Fiber is now aware that Ameritech unilaterally disregards the intervals provided in the Interconnection Agreement and assigns its own due date based upon its own internal assessment about how soon it believes it can complete Brooks Fiber's service orders. Needless to say, this is not a sound statistical measurement of Ameritech's service order performance.

Accordingly, Brooks Fiber requests that the Commission accept Brooks Fiber's reporting of Ameritech's service order performance based upon the supporting documentation provided herewith, and disregard Ameritech's misleading, self-serving

and completely unsupported representations with regard to its service order performance
for Brooks Fiber in Michigan.

Respectfully Submitted

Brooks Fiber Communications
of Michigan, Inc.



Todd J. Stein (P44159)
2855 Oak Industrial Drive NE
Grand Rapids, MI 49506
(616) 224-4528

Dated: May 30, 1997